

# ***Loudon County Government Request for Bid***

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Loudon County Purchasing  
100 River Road, Box 110  
Joan Lovelace, Purchasing Director  
Susan Huskey, CPPB, Senior Buyer  
Loudon, Tennessee 37774

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June 2, 2014

**Modular Classroom Building  
Bid No. 2014-322  
Opening Date: June 19, 2014  
Time: 2:00 PM**

LOUDON COUNTY GOVERNMENT IS SOLICITING BIDS FOR A MODULAR/MOBILE CLASSROOM BUILDING. TERMS, CONDITIONS, AND SPECIFICATIONS ARE ATTACHED.

SUBMISSION OF YOUR BID MUST BE IN A SEALED ENVELOPE AND MARKED **“MODULAR CLASSROOM”** ON THE FRONT OF THE ENVELOPE AND DELIVERED TO THE LOUDON COUNTY PURCHASING OFFICE, 100 RIVER ROAD, BOX 110, LOUDON, TENNESSEE 37774. BIDS WILL BE OPENED AT THE SPECIFIED DATE AND TIME. LATE BIDS WILL NOT BE ACCEPTED.

PLEASE REVIEW THESE DOCUMENTS CAREFULLY. BID RESPONSES MUST INCLUDE THE ATTACHED VENDOR INFORMATION SHEET AND REQUESTED DOCUMENTS.

ANY QUESTIONS OR CONCERNS REGARDING THE BID SHOULD BE DIRECTED TO JOAN LOVELACE OR SUSAN HUSKEY AT 865-458-4663 X102, MONDAY THRU FRIDAY BETWEEN THE HOURS OF 8:00 AM AND 4:30 PM

**LOUDON COUNTY GOVERNMENT**  
**Modular Classroom**  
**Bid No. 2014-322**  
**Opening: June 19, 2014**

**VENDOR INFORMATION**

Vendor\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_

Contact Person\_\_\_\_\_

(Please Print)

Telephone Number \_\_\_\_\_Fax Number\_\_\_\_\_

Email Address \_\_\_\_\_

Authorized By: (Please print)\_\_\_\_\_

Authorized Signature\_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE**  
**WITH**  
**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**  
**TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid by contractor)

I, \_\_\_\_\_, president or other principal

Officer of \_\_\_\_\_, swear or affirm that the

Name of Company

Company is in compliance with Public Chapter 1080 of 2008, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE}  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,

President or principal officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

## **DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_ an employer of five (5) or more employees contracting with Loudon County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. 50-9-113.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT

By signing and submitting this form, the prospective lower tier participant is providing the certification as set out in this bid document and in accordance with these instructions.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated, may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspend," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the definitions and coverage sections of Rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," with modifications, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the nonprocurement list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

**Loudon County Government**  
**Request for Bid No. 2014**  
**Bid Name**  
**Opening Date:**

**SECTION 1                      GENERAL TERMS AND CONDITIONS**

1. ADDITIONAL INFORMATION: ALL requests for additional information **MUST** be routed to the Loudon County Purchasing Office, Susan Huskey, CPPB, Senior Buyer at 865-458-4663. Questions may be faxed to 865-458-4871 or emailed to [HuskeyS@loudoncounty-tn.gov](mailto:HuskeyS@loudoncounty-tn.gov)
2. CONFLICT OF INTEREST: Vendor, by submitting a signed bid, certify that ***no gratuity of any kind and no part*** of the total contract amount provided herein shall be ***paid directly or indirectly to any officer or employee of Loudon County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.*** A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, contractor or subcontractor under County contracts.
3. NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a Bidder, or who has quoted prices on materials to a Bidder, is thereby disqualified from submitting a sub-Bid or quoting prices to other Bidders.
4. CRIMINAL HISTORY BACKGROUND CHECK: Any successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds **when students are present**. Reference Tennessee Code Annotated Section 49-5-413.
5. DRUG-FREE WORKPLACE: It is the policy of Loudon County Government to operate in compliance with the Drug-Free workplace Act of 1988. The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace, on County premises is prohibited. Intoxication or use of alcohol while on duty is also strictly prohibited.

If a Contractor for construction services has five or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated and shall provide the attached Drug-Free Workplace affidavit. Failure to submit the affidavit will result in the disqualification of you bid.

6. NON-DISCRIMINATION: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it

complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

7. TITLE VI OF THE CIVIL RIGHTS ACT: It is the policy of Loudon County Government that all its services and activities be administered in conformance with the requirements of Title VI – “Nondiscrimination in Federally Assisted Programs” – No person in the United States shall, on the ground of race, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq.
8. PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of 30 days be required to process invoices for payment.
9. TAXES: Loudon County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
10. NEW MATERIAL: Remanufactured or refurbished equipment will not be accepted for this bid if applicable. Unless specified otherwise in the bid package, the Vendor must provide new supplies. New, as in used in this clause, means previously unused materials. Materials include but are not limited to, raw material, parts, items, components, and end products. Contractor submission of other than new materials may be cause for the rejection of the bid.
11. DESCRIPTIVE LITERATURE: Vendors shall clearly identify the manufacturer and the part number for goods. Vendors are also to provide descriptive literature if warranted.
12. MULTIPLE BIDS: Loudon County will consider multiple bids that meet specifications.
13. DELIVERY: Loudon County requires that vendors deliver all products “free on board” to the final destination.
14. REQUEST FOR CLARIFICATION: The County may conduct discussions with responsible Bidders determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Request for clarifications shall not alter the Vendor’s pricing information contained in its cost bid.
15. BIDDER’S QUALIFICATIONS: Bidders, upon request, must provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County may make investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. Loudon County will make the final determination as to the bidder’s ability. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
16. SUBCONTRACTING: Loudon County will award this bid to one vendor. The successful vendor may not assign or subcontract the “award agreement”, its obligations or rights” hereunder to any party without the written consent of Loudon County Purchasing Agent. If the bid includes the use of subcontractors, Proposers must identify the specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

17. SIGNING OF BID FORMS: Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
18. INSURANCE: By submitting a bid, the bidder acknowledges that it has read and understands the insurance requirements for the bid as noted below. The successful Vendor shall obtain and keep in force for the term of the contract for services, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Bidder or any employee or subcontractor of Bidder. Submission of a copy of your insurance coverage will be mandatory within 30 days of award; otherwise, the County may rescind its acceptance of the Bidder's bid.
19. SUBMISSION OF BID: Loudon County does not accept telegraphic or electronically transmitted bids. Bids and modifications shall be enclosed in sealed envelopes and delivered to the Loudon County Purchasing Department, 100 River Road, Box 110, Loudon, Tennessee 37774. The bidder shall show on the outside of the envelope bid name. At the specified date and time, as noted on the front cover, bids will be opened and read aloud. Late bids will not be accepted.
20. INFORMED BIDDER: Bidders are expected to fully inform themselves, by personal examination or by such other means, as they prefer, as to the conditions stated in the bid document and the accuracy of pricing submitted. Failure to do so will be at the bidders own risk and they cannot secure relief on the plea of error

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

These terms and conditions shall be part of the contract. Loudon County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. MODIFICATIONS OR AMENDMENTS: This contract may be modified only by a written amendment executed and signed by all parties hereto and approved by the appropriate Local Government agency officials in accordance with applicable local and state laws, charters, private acts, codes, rules, policies, and regulations. Modifications or amendments shall not be binding on Loudon County without the prior written approval of the County Purchasing Agent.
2. WARRANTY: Contractor warrants to Loudon County that all items delivered and all services rendered shall conform to the specifications, drawings, and bid and / or other descriptions furnished and / or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Loudon County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.
3. REMEDIES: Loudon County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorneys fees.
4. INSPECTION AND ACCEPTANCE: Warranty periods shall not commence until Loudon County inspects and formally accepts the goods and / or services. Loudon County reserves the right to reject all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of



goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

5. REJECTION OF BIDS: Loudon County reserves the right to reject any bid, all bids, or any part of a bid. The County shall reject any bid that is determined to be non-responsive. The County also reserves the right to reject the bid of any Bidder who previously failed to perform adequately for Loudon County or any other governmental agency. Loudon County expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due Loudon County.
6. POSTPONEMENT: The County reserves the right to postpone the opening of any bid under circumstances warranting such action, including by not limited to instances when the County receives fewer than two responses.
7. SEVERABILITY: If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
8. COMPLIANCE WITH ALL LAWS: By submitting a response to this RFB the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and /or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
9. GOVERNING LAW: The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Loudon County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Chancery Court and / or Circuit Court of Loudon County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.
10. CHILD LABOR: Contractor agrees that no products or services will be provided or used under this Contract which have been manufactured or assembled by child labor.
11. AWARD: Loudon County intends to award this contract to the responsible Bidder or multiple Bidders whose bid is most advantageous to the Loudon County Government, taking into consideration price and the other factors set forth in this RFB. All participating vendors will be notified by mail when an award is made. Loudon County reserves the right to withdraw this Request for Bid at any time, for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Loudon County reserves the right not to award this bid.
12. AWARD PROTEST PROCEDURE: Loudon County Purchasing Department has an established procedure concerning protest of awards. A complete copy of the Award Protest Procedure may be obtained by contacting the Purchasing Office. A vendor who believes there has been a problem with the process or decision should notify the Purchasing Department, in writing, within five (5) business days after notification of the award decision. Complaints received after five (5) business days of the award notification has been made will not be considered for review.
13. WAIVING OF INFORMALITIES: Loudon County reserves the right to waive minor informalities or technicalities in the bid when it is in the best interest of Loudon County. Any such waiver shall not modify any remaining bid requirements or excuse the Bidder from full compliance with the requested specifications and other contract requirements if the Bidder is awarded the Contract

14. DEFAULT: If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Loudon County may terminate this contract immediately in whole or in part, and may consider such failure or noncompliance a breach of contract. Loudon County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Loudon County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Loudon County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
15. TERMINATION: Loudon County may terminate this agreement with or without cause at anytime with thirty-day (30) written notice. In the event of termination by either part, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
16. APPROPRIATION: In the event no funds are appropriated by Loudon County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligation owed to or by either party.
17. IDEMNIFY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless Loudon County, its officers, agents and employees from and against:
  - a. Any and all suits, claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as result of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligence acts, omissions, bad faith, or willful misconduct on the part of the Vendor, its officers, its employees, or any person acting for or on its or their behalf relating to this Contract; and
  - b. Any claims, damages, penalties, costs, and attorney fees arising from any failure of Vendor, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor and minimum wage laws.

The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Buyer in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Buyer. In the event of any such suit or claim, the Contractor shall give the Buyer immediate notice thereof and shall provide all assistance required by the Buyer in its defense.

The County will not indemnify, defend, or hold harmless in any fashion the Vendor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

18. FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbances, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### **SECTION III SPECIAL TERMS, CONDITIONS AND PRICING**

Loudon County is soliciting sealed bids for the purchase, delivery and installation of a 24' x 60' Modular / Mobile Classroom Building for Philadelphia School, 300 Spring Street, Philadelphia, Tennessee

This is to be a turn-key project and shall include freight/delivery to Philadelphia School, Set-Up including CMU block, level and standard tie-down, and vinyl skirting installed. Please provide cost for a handicap restroom as an optional cost.

Bidders must provide a brochure(s) and a complete description(s) of the modular classroom submitted for this bid. This information should also include a description of the quality of the building and energy information on the building. Bidders may submit multiple bids provided the above basic specifications are met.